

SUBCONTRACT LABOR & MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond # 54-171757

That WEBSTER GRADING, INC., DBA RUD EXCAVATING OF WEBSTER, P.O. BOX 85, WEBSTER, *
as Principal, hereinafter called Principal, and UNITED FIRE & CASUALTY COMPANY, 118 SECOND
AVE SE, CEDAR RAPIDS, IA 52407 a corporation organized and existing
 under the laws of the State of IOWA, as Surety, are held and firmly bound unto
G.S. MCCROSSAN CONSTRUCTION, INC., P.O. BOX 1240, MAPLE GROVE, MN 55311-6240

as Oblige, hereinafter called
 Oblige, for the use and benefit of claimants as hereinbelow defined, in the amount of TWELVE MILLION SIX
HUNDRED EIGHTY THOUSAND SIX HUNDRED EIGHTY TWO AND 91/100

Dollars (\$12,680,682.91)
 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated JULY 13, 2008

entered into a subcontract with Oblige for WASECA COUNTY T.H. 13 AND T.H. 14, S.P.
8101-44

in accordance with drawings and specifications prepared by MINNESOTA DEPT. OF TRANSPORTATION
 which subcontract is by reference made a part
 hereof, and is hereinafter referred to as the subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall
 promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably
 required for use in the performance of the subcontract, then this obligation shall be void; otherwise it shall
 remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material, or
 both, used or reasonably required for use in the performance of the contract, labor and material
 being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone
 service or rental of equipment directly applicable to the subcontract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Oblige that
 every claimant as herein defined, who has not been paid in full before the expiration of a period
 of ninety (90) days after the date on which the last of such claimant's work or labor was done or
 performed, or materials were furnished by such claimant, may sue on this bond for the use of
 such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due
 claimant, and have execution thereon. The Oblige shall not be liable for the payment of any
 costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) After the expiration of one (1) year following the date on which Principal ceased work
 on said subcontract it being understood, however, that if any limitation embodied in this bond is
 prohibited by any law controlling the constitution hereof such limitation shall be deemed to be
 amended so as to be equal to the minimum period of limitation permitted by such law.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other
 political subdivision of the state in which the project, or any part thereof, is situated, or in the
 United States District Court for the district in which the project, or any part thereof, is situated,
 and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or
 payments made in good faith hereunder.

Signed and sealed this 18TH day of JULY A.D., 20 08

WEBSTER GRADING, INC., DBA RUD
EXCAVATING OF WEBSTER

By [Signature]
UNITED FIRE & CASUALTY COMPANY

By Melissa M. Nordin
MELISSA M. NORDIN, ATTORNEY-IN-FACT

* MN 55088

EXHIBIT

A

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA,

COUNTY OF Hennepin } SS.

On this 18th day of July, 2008, before me appeared

Melissa M. Nordin

to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of the United Fire & Casualty Company

that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Melissa M. Nordin acknowledged said instrument to be the free act and deed of said corporation.



Holley L. Smith

Notary Public, Hennepin County, Minn.

My commission expires _____

ACKNOWLEDGMENT OF PRINCIPAL

For Corporation

STATE OF Minnesota }
COUNTY OF Rice } SS.

On this 18th day of July, 2008, before me personally came

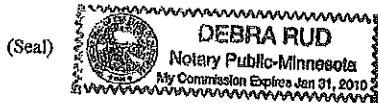
Tim Rud

to me known, who, being by me duly sworn, did depose and say; that he resides in Webster, MN

that he is the Vice President

of the Webster Grading, Inc., DBA Rud Excavating of Webster

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public Debra Rud

My commission expires Jan. 31, 2010



NOTICE OF CLAIM ON PAYMENT BOND FOR PUBLIC WORK

TO: Webster Grading, Inc., d/b/a Rud Excavating of Webster, P. O. Box 85, Webster, MN 55088 and United Fire & Casualty Company, 118 Second Avenue SE, Cedar Rapids, IA 52407.

NOTICE IS HEREBY GIVEN that the undersigned Claimant has a claim against the above-named Surety for labor and materials furnished by the undersigned for the public work described as follows:

Project: Minnesota Department of Transportation, Waseca County T. H. 13 and T. H. 14, S.P. 8101-44, Waseca, MN
Bond No. 54-171757.

The labor and materials were furnished under a contract or agreement with:

Webster Grading, Inc., d/b/a Rud Excavating of Webster, P. O. Box 85, Webster, MN 55088.

The nature of the labor and materials furnished is as follows:

Furnish labor and equipment for excavation, embankment, muck excavation and earth moving.

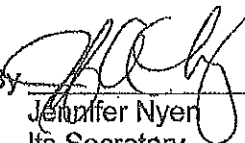
The amount of claim is: \$1,195,166.40, plus interest, costs and attorneys' fees.

The date the claimant last furnished labor and materials to this public work is the 3rd day of December, 2009.

Claimant seeks payment of the claim according to law.

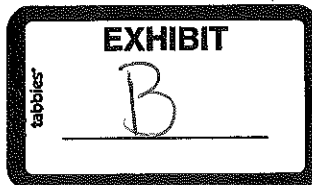
Dated: March 24, 2010

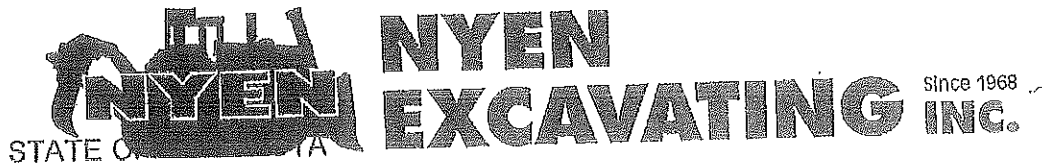
NYEN EXCAVATING, INC.

By 
Jennifer Nyen
Its Secretary

12775 County Road 43
Chaska, MN 55318

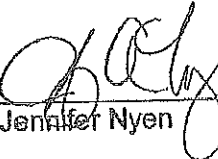
952-448-2824



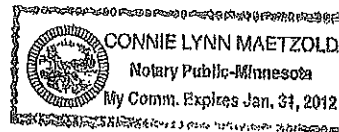


COUNTY OF CARVER

Jennifer Nyen, being duly sworn on oath states that she is the Secretary for the claimant named above and has knowledge of the claim and that the claim is correct, and no part of the claim has been paid.


Jennifer Nyen

Signed and sworn to before
me on March 24, 2010




A Notary Public

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>William Ral</i></p>	
<p>1. Article Addressed to:</p> <p>Webster Grading, Inc. D/B/A: Ruel Excavating, Inc. of Webster 4280 Bagley Ave Webster, MN 55088</p>		<p>B. Received by (Printed Name) <i>William Ral</i></p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>7009 2820 0002 2158 6505</p> <p>Domestic Return Receipt 102585-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Robert D. Bonnell</i></p>	
<p>1. Article Addressed to:</p> <p>United Fire & Casualty Co 118 - 2nd Ave S.E. Cedar Rapids, IA 52407</p>		<p>B. Received by (Printed Name) <i>Robert D. Bonnell</i></p> <p>C. Date of Delivery MAR 26 2010</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>7009 2820 0002 2158 6499</p> <p>Domestic Return Receipt 102585-02-M-1540</p>	